

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

State of California
Wildlife Conservation Board
Attn: Daniel Vasquez
P.O. Box 944209
Sacramento, CA 94244-2090

APN No. 402-030-63S, Fresno County
Free recording per Gov't. Code Section 6103

GRANT OF PUBLIC ACCESS EASEMENT

This GRANT OF PUBLIC ACCESS EASEMENT (the "Easement") is made this ____ day of _____, 20__, by and between the San Joaquin River Access Corporation, a California mutual benefit corporation ("Grantor") and the State of California, acting by and through the Wildlife Conservation Board on behalf of the California Department of Fish and Wildlife ("State").

RECITALS

- A. Grantor is the sole owner in fee simple of the property (the "Property") located in the County of Fresno in the State of California identified below and more fully described in **Exhibit A** and depicted in **Exhibit B**, both attached hereto and incorporated herein by this reference. The Property is also referenced as Assessor's Parcel Number 402-030-63S.
- B. Grantor seeks to grant to State this Easement over the Property.
- C. Grantor desires to grant to State, and State desires to accept, a public access easement on, over, and across the Property for public recreational purposes and the right to install and maintain public access improvements, all as more specifically described below.
- D. Grantor and State acknowledge that the Property was formerly used as a Class III landfill and that Grantor and others have certain obligations under a "Post-Closure Land Use Plan," required by the Fresno County Department of Public Health, which shall remain in full force and effect. Except as otherwise specified in this Easement, or as required under the Post-Closure Land Use Plan, the Parties' intent is that the State shall not be responsible for the Class III landfill and liabilities and obligations related to it.
- E. Grantor and State agree that all uses, activities, structures, and improvements

engaged in or constructed pursuant to this Easement shall be consistent with the San Joaquin River Conservancy's San Joaquin River Parkway Master Plan Update and Final Environmental Impact Report (2018) (the "Parkway Master Plan") and the River West Fresno, Eaton Trail Extension Project (including Alternative 5B) and Final Environmental Impact Report (2017) (, the "Project").

- F. Grantor and State also acknowledge the existence of the Easement Agreement and Deed recorded December 24, 2018, enclosed as **Exhibit C**, which benefits property currently owned by SOB Enterprises, LLC (the "SOB Easement").
- G. Grantor and State acknowledge that after State's acquisition of this Easement, the California Department of Fish and Wildlife intends to transfer jurisdiction of the Easement to the San Joaquin River Conservancy ("Conservancy") pursuant to Government Code section 14673. Any references to State herein shall be deemed to include the San Joaquin River Conservancy. After the transfer of jurisdiction, the California Department of Fish and Wildlife shall have no further responsibilities or liabilities relative to the Property or the terms and conditions of this Easement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor GRANTS, TRANSFERS, AND CONVEYS to State, and State accepts, a nonexclusive easement and right-of-way in perpetuity over, and across the Property for the purposes set forth in Section 1 below and subject to the terms and conditions set forth below.

1. **Purpose of Easement.** The general purpose of this Easement is to grant rights to the State, and its representatives, invitees, agents, contractors, grantees, local government agency partners, successors and assigns (collectively, including State, the "State Parties") to allow it to construct, operate, and maintain a public access roadway, a public parking lot and associated facilities, conduct habitat restoration, and allow public access to the Property in a manner that provides visitors an opportunity to experience the San Joaquin River Parkway ("Parkway").

The specific purpose of this Easement is to permit access to and development and use of the Property by State Parties consistent with the Project, the Parkway Master Plan, and the SOB Easement and, once developed, permit access to members of the general public for the following activities: (i) public vehicle access and a public parking lot with associated improvements; (ii) pedestrian, equestrian, and/or bicycle use on trails to be developed on and adjacent to the Property; (iii) nature observation, enjoyment, and study; (iv) other compatible low-intensity conservation, recreational, scientific and/or educational purposes that do not conflict with protection of the natural resources of the Property; (v) construction, maintenance and repair of any improvements pursuant to the provisions of Section 3 below; (vi) access for security, enforcement, response, and/or emergency purposes; and (v) for development, operation, management and use of the Project.

2. **Rights of State.** This Easement grants the following rights to the State Parties to exercise within the Property in State's sole discretion, and subject to the terms and conditions set forth herein:
- (a) To enter the Property and, once developed for Parkway purposes, to permit members of the general public to enter the Property for the purposes recited in Section 1 above.
 - (b) To develop and use a nonexclusive, continuous, public right-of-way to access the Property consistent with the Project, and as generally depicted in the Site Plan enclosed with Exhibit C.
 - (c) To construct, repair, restore and maintain the Project improvements, including but not limited to the following (collectively, the "Improvements"):
 - (i) To survey, design, construct, use, repair, manage, maintain a public parking lot and associated infrastructure for the Project for the public's use and enjoyment of the Property, the Parkway, and the Project. This right includes, but is not limited to, the right to install, maintain, repair, and replace the access road generally depicted in the Site Plan enclosed with Exhibit C, stormwater drainage, security lighting, bike racks, drinking water, landscaping and irrigation, an entrance gate, entrance kiosk, picnic tables, fee collection, hiking and multi-use trails, and other structures and improvements, in accordance with all laws and regulations and the terms of the SOB Easement.
 - (ii) To construct fences, gates, and barriers to control access to the Property, provided that such facilities do not interfere with Grantor's use of the Property or the SOB Easement.
 - (iii) To erect signs to mark the boundaries of the Property, signs for interpretive purposes, and to provide information related to the Parkway, the Project, and appurtenant facilities.
 - (d) To host organized public tours of the Parkway, the Project, and other improvements within the Property.

3. **Design, Construction, and Maintenance.**

- (a) **Construction and Maintenance Activities.** The State Parties may construct, install, maintain, and repair the Project and Improvements on the Property. State may construct and maintain the Project and Improvements in a safe and adequate condition for the uses permitted hereunder and so as to minimize public safety risks and to minimize erosion and sedimentation and ensure proper drainage, and

any such construction or maintenance shall be subject to all Applicable Laws (as that term is defined below). State may construct the Project and Improvements following low-impact development practices which are defined in general as development that minimizes impacts to natural hydrology, and aims for ecological sustainability while still providing for public access. State may remove, cut or otherwise disturb soil, rock, and vegetative resources necessary to accommodate construction, maintenance, and operation of the Project and Improvements and/or otherwise to maintain and restore the Property. The State shall have the right to use motorized vehicles and equipment within the Property as necessary for purposes of constructing, improving, repairing, and maintaining the Project and Improvements. State will take all reasonable actions to minimize the disruption to Grantor during construction and maintenance of the Project and Improvements by controlling noise, dust, debris, and fire hazard in accordance with generally-accepted construction practices.

- (b) **Pre-Construction and Construction Schedule.** Prior to commencing any construction or rehabilitation of the Project or Improvements, State Parties must (i) provide Grantor notice when the construction project is put out to bid; (ii) provide Grantor with at least thirty (30) days' notice of the beginning of construction; and (iii) obtain any permit and approval required for the construction activities. Grantor shall cooperate with the State Parties in their efforts to obtain any necessary permits for the Project or Improvements.
- (c) **Compliance with Law.** State Parties, at their expense, shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, and permits (collectively, "Applicable Laws") relating to (i) the development and use of the Property for the Project and Improvements; (ii) the use, condition, or configuration of the Project and Improvements; or (iii) any changes, modifications, or configuration of other areas of the Property mandated directly because of State's use of the Property for the Project and Improvements.
- (d) **Compliance with SOB Easement.** State Parties, at their expense, shall comply with the terms of the SOB Easement in connection with the development and construction of the Project or the Improvements.
- (e) **Costs, Liens and Encumbrances.** State shall keep the Property free and clear of any and all liens associated with its construction, installation, repair, and maintenance. State Parties shall pay all costs and expenses associated with: (i) application for and receipt of any necessary local, state or federal permits or approvals required with respect to the construction, installation, repair, and maintenance of the Project and Improvements; and (ii) compliance with all Applicable Laws.

4. **Vegetation Management and Restoration.** State may, at its discretion, clear brush and invasive species from the Property as required to maintain the Project and

Improvements and, at its discretion, remove dead, dying or diseased vegetation within the Property that poses a safety risk to visitors to the Property. State shall also have the right to conduct habitat restoration activities on the Property including, but not limited to, landscaping with native plants.

5. Public Use Restrictions

- (a) **Public Use Restrictions.** Upon State Parties' development of the Property for Parkway purposes and opening the Project for public use, use of the Property by the general public shall be solely for the uses specified in Sections 1 and 2 of this Easement (collectively, the "Permitted Public Uses") and Recreational Purposes, as defined in California Civil Code Section 846, and as any such uses may be further limited by this Easement and the SOB Easement.
- (b) **Additional Restrictions by State.** State may impose additional reasonable limitations upon the time, place, and manner of use and may impose limits, restrictions, or prohibitions on public use of the Property, as necessary or appropriate for public health and safety, for maintenance or repair purposes, and/or to preserve the natural resources, during times of flood risk, landslide risk, high fire danger, or other reasons.
- (c) **Law Enforcement.** Once the Project has been developed and opened for public use, State Parties will coordinate with enforcement agencies to address illicit activities, including those who are engaged in activities other than the Permitted Public Uses.

6. Grantor Use Restrictions

- (a) Grantor will not interfere with the development, operations, use, or maintenance of the Project and Improvements.
- (b) Grantor will repair any damage to the Project, Improvements, or Property caused by Grantor.
- (c) Grantor may not grant any right-of-way or easement for ingress/egress, driveway, road, utility line, or any other easement into, on, over, under, or across the Property that would materially impair the use of the Property for the purposes of this Easement as set forth herein.
- (d) Grantor shall not construct any structure, building, or improvement on the Property and shall not prevent by physical obstruction, notice or otherwise, any public use that is permitted under this Easement.

7. Remedies

- (a) **State's Remedies.** If State determines that this Easement has been or is about to be violated, then State may, in addition to all other remedies available at law or in equity and at its sole discretion, (i) seek injunctive relief to specifically enforce the terms of this Easement; to restrain present or future violations of this Easement; and/or to compel restoration of resources or features destroyed or altered as a result of the violation; and/or (ii) enter the portions of the Property to the extent necessary to remove any barrier to the access provided under this Easement and take such other actions as are reasonably necessary to protect and preserve the rights of State and the public under this Easement.
- (b) **Acts Beyond Grantor's Control.** Nothing contained in this Easement shall be construed to entitle the State to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, but not limited to, fire, flood, storm, and earth movement, or an unauthorized tortious or criminal act of a third party, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.
- (c) **Grantor's Remedies.** If Grantor determines that this Easement has been or is about to be violated, then Grantor may, in addition to all other remedies available at law or in equity and at its sole discretion, (i) seek injunctive relief to specifically enforce the terms of this Easement; to restrain present or future violations of this Easement; and/or to compel restoration of resources or features destroyed or altered as a result of the violation; and/or (ii) take such other actions as are reasonably necessary to protect and preserve the rights of Grantor under this Easement.

8. Release of Grantor; Property Condition; Warranty

- (a) **No Duty or Expense by Grantor.** Grantor is not responsible for any cost or other obligation for the construction or maintenance of the Project and Improvements on the Property, except for (i) repairs to any Improvements resulting from the actions of Grantor or any of its members, directors, officers, employees, agents, successors or invitees exercising a reserved right as provided herein; (ii) repair of any damage and restoration of any adverse conditions within the Property to the extent caused by Grantor's or any of its members, directors, officers, employees, agents, successors or invitees' negligence or willful misconduct; and (iii) cost and duties associated with Grantor's ongoing obligations under subsection 8 (c) below.
- (b) **Non-Liability of Grantor.** Except for Grantor's ongoing obligations under subsection 8 (c) below, and except as otherwise required by Applicable Law, Grantor makes no representation as to the physical condition or safety of the Property, and after development of the Project and Improvements, Grantor shall have no responsibility or liability to the State Parties or any third party for: (i) any injury, loss, or damage arising out of or in connection with the use and access

of the Property pursuant to this Easement, except to the extent that such injury, loss, or damage is caused by Grantor's willful misconduct or negligence; (ii) operation, repair, or maintenance of the Project and Improvements; (iii) for defects in the location, design, installation, maintenance or repair of any Project and Improvements; (iv) for any unsafe conditions on the Property or for the failure to inspect for or warn against possibly unsafe conditions on the Property or to close the Property to access when unsafe conditions may be present, except for any unsafe conditions associated with or arising from the past use of the Property as a Class III landfill and any obligations under subsection 8(c) below.

- (c) Grantor's Environmental Obligations. Grantor shall not seek contribution or indemnification from the State Parties for any implementation, monitoring, and maintenance activities required under the Post-Closure Land Use Plan approved for the Property or any other plans or actions required by regulatory agencies with regard to the Property's past use a Class III landfill or otherwise seek to compel the State Parties to perform any such activities, except as required in connection with the construction or maintenance activities on the Property by the State Parties or their agents, employees, or contractors. Grantor shall not look to the State Parties or their agents, employees, or contractors, and shall not seek contribution or indemnification therefrom, for any future activities or remediation arising from this implementation, monitoring, and maintenance, or as required in the future under any Applicable Laws arising from or associated with the past use of the Property as a Class III landfill or changing conditions associated with this past use. Grantor acknowledges that as the landowner it and its predecessors in interest are responsible for any remediation, monitoring, or other activities required by any Applicable Laws arising from or associated with the past use of the Property as a Class III landfill or changing conditions associated with this past use. Nothing in this Easement is intended to prohibit Grantor or any other person from seeking grant funding from the state for any purpose, including remediation.
- (d) Warranty. To the best of Grantor's actual knowledge, Grantor warrants that other than as specified in this Easement, and the SOB Easement, no one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement in existence as of the date of this Easement) to use the Property for purposes that are inconsistent with the purposes of this Easement as set forth herein or to prevent State from exercising any one or more of its rights under this Easement.

9. Indemnity

- (a) Except as otherwise provided in subsection (b) of this Paragraph 9, and consistent with Government Code 14662.5, during and after development of the Project and Improvements, State agrees to indemnify and hold harmless the Grantor and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this Easement. It is specifically intended that Grantor, as fee owner of the Property shall receive the benefit of California Civil Code section 846 (i.e.,

exemption from liability for the condition of Grantor's property), and by reason of this Easement no member of the public shall be considered to have been "expressly invited" to enter upon the Property.

- (b) Notwithstanding the above, Grantor agrees to indemnify, defend, and hold harmless the State Parties, for any claim, judgment, damage, penalty, fine, cost, liability (including sums paid in settlement of claims) or loss, including but not limited to reasonable attorneys' fees, consultant fees and expert fees, arising from, relating to, or associated with: (i) personal injury or death or property damage occurring prior to when the State Parties provide 10-days notice to the Grantor, pursuant to Section 13, of their intent to begin to exercise their rights of access under this Easement, except to the extent caused by the negligence or willful misconduct of State Parties or any of their officials, contractors, directors, employees, agents, successors or invitees' negligence or willful misconduct; (ii) activities or uses engaged in by Grantor, and its contractors, agents, employees, tenants and express invitees or anyone else entering the Property by, through or under the express or implied invitation of any of the foregoing (excluding State Parties and the general public, for purposes of this Section 9, "Grantor Parties"); (iii) personal injury, risks, or any other liabilities associated with or arising from the past use of the Property as a Class III landfill or Grantor's failure to carry out any duties as required by Grantor's obligations specified in 8 (c) above; (iv) the presence of or any release of hazardous materials from the Class III landfill or by Grantor Parties, or any violation of federal, state, or local environmental laws by Grantor Parties, other than any release or violation directly caused by any of the State Parties or the general public; or (v) any structure, facility and improvement within the Property (other than Improvements installed by State Parties).
- (c) Nothing contained herein shall be deemed a waiver or otherwise limit Grantor's right to seek contribution, indemnification, or other relief against any person or entity other than the State Parties.
- (d) Nothing contained herein shall be deemed to be a waiver of any immunity under law.

10. Extinguishment. It is the intention of the parties that the purposes of this Easement shall be carried out forever as provided in Section 815.2(b) of the Civil Code. Except with respect to the SOB Easement, liberal construction is expressly required for purposes of effectuating this Easement in perpetuity, notwithstanding conditions or hardship of any kind that could be asserted as a basis for termination of this Easement at law or in equity. Accordingly, Grantor hereby affirmatively waives any and all rights Grantor may have now or may receive in the future to request a non-judicial termination of this Easement. If circumstances arise in the future that render all of the purposes of this Easement impossible to accomplish, this Easement may be terminated or extinguished, in whole or in part, on the initiative of Grantor or State, but only by judicial proceedings in a court of competent jurisdiction.

In the event of any such termination or extinguishment, State shall be entitled to compensation for the value of the terminated or extinguished Easement, the amount of which shall be determined, unless otherwise provided by Applicable Laws at the time, in accordance with Section 11, (Valuation), below. Any such compensation shall be payable with interest at the legal rate until paid in full as a first-priority claim and lien on the proceeds otherwise payable to Grantor from any sales, exchanges, or involuntary conversions of all or any portion of the Property subsequent to such judicially-ordered termination or extinguishment.

Other than pursuant to eminent domain or in lieu of eminent domain, no other voluntary or involuntary sale, exchange, conversion, transfer, assignment, lease, mortgage or other encumbrance, alienation or conveyance of any kind of all or part of the Property, or of any interest in it, shall limit or terminate or extinguish the provisions of this Easement.

- 11. Valuation.** The fair market value of the Easement is determined by subtracting the fair market value of the Property as subject to the Easement from the fair market value of the Property without the Easement. The Parties further stipulate that the value of the Easement includes the Improvements and continuity of the Project and access to all natural and man-made amenities associated with the Project.

12. Condemnation.

- (a) Should all or part of the Property be taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the covenants, terms, conditions or restrictions imposed by this Easement, Grantor and State shall, jointly or separately, take appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking as well as all other payments to which the parties may be entitled by law. If Grantor receives notice, formal or informal, that any public, corporate, or other authority intends to exercise its power of eminent domain as to the Property or any portion thereof or any interest therein, Grantor shall promptly, and in any event in not less than fifteen (15) days after receipt of such notice, give written notice to State of such receipt together with a copy of any and all communications (including, without limitation, electronic transmissions) related to such prospective eminent domain proceedings. Grantor shall thereafter promptly provide to State copies of all further communications related to such proceedings and cooperate with State in responding to such proceedings.
- (b) Condemnation Process. Purchase in lieu of condemnation, or settlement of an eminent domain proceeding, may occur pursuant to Applicable Laws, including but not limited to California Government Code Sections 7267.1 and 7267.2, subject to prior written approval of State. State shall have an opportunity to accompany the appraiser for the condemning agency when the appraiser goes on the Property with Grantor.

- (c) **Balance of Property Remains Subject to Easement.** Should any portion of the Property be condemned or otherwise terminated or extinguished, the balance of the Property shall remain subject to this Easement.

13. **Notices.** Any notice, demand, request, consent, approval or communication (each, a "Notice") that either party desires or is required to give to the other shall be in writing and delivered personally, sent by facsimile or electronic mail ("email"), or sent by reputable overnight courier service or first class U.S. mail, postage prepaid, return receipt requested, addressed as follows:

If to Grantor: San Joaquin River Access Corporation
7797 North First Street, No. 47
Fresno, CA 93720

With a Copy to:

John P. Kinsey
Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720

If to State: San Joaquin River Conservancy
5469 East Olive Avenue
Fresno, CA 93727
Attn: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other. Each Notice shall be deemed to have been duly given if properly addressed (a) upon receipt if delivered personally, by reputable overnight courier, or by U.S. mail, return receipt requested, or (b) upon receipt if delivered by email or facsimile as long as (i) a duplicate copy of the notice is promptly given by certified mail or by overnight courier or (ii) the receiving party delivers a written confirmation of receipt. Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities or delivery service.

14. **Compliance with Governmental Regulations.** All activities and uses on the Property by the State Parties shall be undertaken in a manner consistent with all Applicable Laws.

15. **Assignment; Successors and Assigns; Transfer by Grantor; Transfer to Conservancy.**

- (a) Except as provided in this Section 15, State shall not have the right to assign this Easement without first obtaining Grantor's prior consent. This Easement is a servitude running with the Property binding upon the

undersigned Grantor, and, upon recordation in the Public Records (as defined below), all subsequent owners of the Property or any portion of it are also bound by its terms, whether or not such owners had actual notice of this Easement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Easement. This Easement binds and benefits Grantor and State and their respective heirs, executors, administrators, personal representatives, transferees, successors and assigns (collectively, "Successors"), and Grantor hereby binds itself and its Successors to warrant and forever defend this Easement against any Person (as defined below) claiming right, title, or interest in the Easement or Property or any part thereof. Notwithstanding the foregoing, the rights and obligations of any particular owner of the Property shall terminate upon transfer of such owner's interest in the Property, except that such owner's liability for its acts or omissions occurring prior to transfer shall survive transfer.

- (b) Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which Grantor divests any interest, including but not limited to, a fee title or leasehold interest in the Property. Grantor further agrees to incorporate a requirement in any deed or legal instrument that any subsequent transferee of the Property shall be required to provide to Grantee a written acknowledgement of the terms and conditions of this Easement, the rights of State herein, and the continuing validity of the Easement.
- (c) Notwithstanding the foregoing, and as described in Recital F, the California Department of Fish and Wildlife may transfer jurisdiction of the State's interest to Conservancy pursuant to Government Code section 14673. This transfer of jurisdiction does not effect a change in ownership of the Easement, but rather which state agency holds jurisdiction over the real property interest in this Easement.

16. Governing Law. The laws of the State of California govern this Easement. The Easement shall be construed and interpreted in accordance with the laws of said State. Paragraph headings and captions contained herein are for convenience of reference only and are not to be used in the interpretation of this Easement.

17. Definitions; Interpretations. The following terms, whenever used in this Easement, are to be interpreted as follows: (i) "Grantor" means the undersigned Grantor and all Persons after them who hold any interest in the Property; (ii) "Person" means an individual, organization, trust, or other entity, public or private, including the plural as well as the singular; (iii) "Public Records" means the public records of the office for the recording of deeds in and for Fresno County; (iv) "Including," "includes," and "include" shall be deemed to be followed by the phrase "without limitation"; (v) "may" is permissive and implies no obligation; "must" or "shall" is obligatory; and (vi) "Easement" means this Easement, and the exhibits and any addenda attached

hereto, as the same may from time to time be supplemented, amended or modified in accordance with the provisions herein. The language in all parts of this Easement shall be construed according to its normal and usual meaning and not strictly for or against either Grantor or the State.

18. **Amendments.** No amendment or waiver of any provision of this Easement or consent to any departure by Grantor from the terms of this Easement shall be effective unless the amendment, waiver or consent is in writing and signed by Grantor and State. A waiver or consent is effective only in the specific instance and for the specific purpose given, and any amendment must be recorded in the Public Records of Fresno County.
19. **Severability.** If any provision of this Easement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Easement remain valid, binding, and enforceable.
20. **Counterparts.** This Easement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.
21. **Entire Agreement.** This Easement represents the entire agreement of the parties pertaining to the matters contained herein, and the terms of this Easement supersede in full all statements and writings between Grantor and State pertaining to the agreement set forth in this Easement.
22. **Headings.** The headings in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
23. **Public Enters at Own Risk.** Use of any portion of the Easement by members of the general public shall be at their own risk. Except as otherwise required by law, neither State nor Grantor by entering into this Easement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Project, structures, Improvements or the Project itself; for any unsafe conditions within the Property or for the failure to inspect for or warn against possibly unsafe conditions or to close the Project to public access when unsafe conditions may be present.
24. **No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of Grantor's title in any respect.
25. **Back-Up Easement Holder.** Subject to Section 8(c), following construction of the Project and the Improvements, non-use by State of the Property or any of the rights conferred to State under this Easement shall not be construed as a waiver or abandonment of State's right, title, and interest in this Easement, the Property, or any of State's rights under this Easement.

26. **No Public Dedication.** Except as specifically set forth in this Easement as a Permitted Public Use in the Property, nothing contained in this Easement shall be construed or deemed to be an express or implied dedication or gift of all or any portion of the Property for use or access by the general public nor shall this Easement or any of the rights granted hereunder be construed as an acknowledgement of any claim of prescriptive or other similar rights in or over the Property.

DRAFT

IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, Grantor and State, by their respective duly authorized representatives, have signed and delivered this Easement as of the date first above written.

GRANTOR: SAN JOAQUIN RIVER ACCESS CORPORATION

By:_____

Type or print name

Title

Acknowledgement by:

STATE OF CALIFORNIA,
SAN JOAQUIN RIVER CONSERVANCY

By:_____

Type or print name

Title

Exhibits

Exhibit A	Legal Description of the Property
Exhibit B	Map of Real Property
Exhibit C	SOB Easement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of _____

State of _____

On _____ before me, _____, Notary Public,
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Exhibit A – Legal Description of Property

DRAFT

Exhibit B – Legal Description of Property

DRAFT